

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

CHRISTOPHER L. GENTRUP, et al.)	
)	
Plaintiffs,)	CASE NO. I :07 CV 430
)	Judge Timothy S. Black
vs.)	
)	
RENOVO SERVICES, LLC , et al.)	
)	
Defendants.)	

NOTICE OF SETTLEMENT AGREEMENT

TO: All Plaintiffs who filed the Complaint in this Lawsuit.

IMPORTANT-PLEASE READ THIS NOTICE CAREFULLY

I. NOTICE OF YOUR RIGHTS

This Notice describes the Settlement of the Collective Action Lawsuit brought against Renovo Services, LLC and its subsidiaries, Recovery One, LLC; Cyber Asset Recovery, LLC; Ascension Recovery, LLC; and Renaissance Recovery Solutions, LLC. As a Plaintiff you are eligible to participate in the Settlement. This Notice describes the Settlement and explains how to participate in the Settlement, if you so choose.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES IN THIS LITIGATION

II. BACKGROUND OF THE CASE

On June 7, 2007, nine Plaintiffs filed a federal collective action against Renovo, and three of its subsidiaries, claiming that they failed to properly pay overtime to repossession agents as required by the Fair Labor Standards Act. (FLSA) by misclassifying them as independent contractors. The Complaint was later amended to include allegations that Renovo additionally failed to pay minimum wage and to add a fourth subsidiary, Renaissance Recovery Solutions, LLC. Renovo denies the Plaintiffs' claims and contends that it properly classified repossession agents as independent contractors and that the repossession agents are exempt from the overtime provisions of the FLSA because they are subject to the Motor Carrier Act (MCA).

Following extensive formal and informal discovery of the claims and defenses, the parties entered into a Settlement Agreement. The Settlement is a compromise of disputed claims and defenses, considering the risks and uncertainties of continued litigation. The Court has reviewed and approved the Settlement finding it is fair, adequate, and reasonable.

III. SUMMARY OF THE SETTLEMENT

General Terms:

Renovo has agreed to pay a fixed overall settlement amount which will be used to pay individual settlements for all Plaintiffs who timely sign and return a **Settlement Acceptance and Release Form**. In addition, Renovo has agreed to pay a class representative fee to Christopher Gentrup and to pay attorney fees, which are the subject of a separate agreement.

Your Individual Settlement Amount:

The Formula: Plaintiffs will be paid according to a formula based on eligible months of service while working for Renovo and one of its subsidiaries. The eligible period for calculating months of service will begin, according to previous Court rulings, with the acquisition dates of subsidiaries Ascension Recovery, LLC (January 3, 2006) Cyber Asset Recovery, LLC (March 7, 2006) and for Recovery One, the date three years prior to Notice (March 26, 2005). Because of the statute of limitations for FLSA claims, no months of service will be compensable if they fall more than three years prior to the filing of your consent in this case. The end of the eligible period will be the date we can establish a final repossession.

When Will I Know How Much I Will Receive?

Your individual settlement amount will not be known at the time you must decide whether to accept the settlement. Once the time for returning the Settlement Acceptance and Release forms expires, the number of plaintiffs participating and consequently, the number of eligible months of service will be known and the individual amounts will be determined. If a Plaintiff chooses not to participate in the Settlement, the sums otherwise payable will be re-distributed to those participating in the Settlement. You will only receive the individual settlement amount if you execute the Settlement Acceptance and Release Form attached to this Notice of Settlement Agreement.

When and How Will I Be Paid?

Renovo has agreed to pay an overall settlement amount, but will be making the payment in eight quarterly installments. Accordingly, your eight payments will be mailed to you by Renovo on a quarterly basis. Payments will begin 30 days after the close of the settlement acceptance period.

All amounts under the Settlement will be paid without withholding and deductions and subject to Form 1099 reporting. You will be responsible for all taxes owed on this payment. You should consult your tax adviser regarding any questions about the tax consequences of your individual settlement payment.

Attorney Fees and Expenses:

You will not personally pay any attorney fees; the attorney fees will be paid pursuant to a separate agreement which reflects a compromise of the fees in this matter.

Class Representative Payment

Because of his service to the class, including attending and participating in mediation efforts in Chicago, Plaintiff Christopher Gentrup will receive an additional payment of \$2,500.00.

IV. RELEASES

In exchange for the individual settlement amount, you, your heirs, successors, assigns, executors, representatives and agents will release and discharge Renovo, including its subsidiaries, affiliates, predecessors, principals, partners, officers, directors, agents, employees, successors and assigns, from any and all claims, rights, demands, causes of action, and damages, including liquidated damages, expenses, fees and costs, which were or could have been asserted in the complaint or amended complaint in this lawsuit, including allegations that Renovo did not pay you any required wages, minimum wage or overtime wages pursuant to all state and federal wage and hour laws, including the Federal Fair Labor Standards Act, or any state wage payment laws or state common law contract claims pertaining to payment of wages of any kind.

You, your heirs, successors, assigns, executors, representatives and agents also release and discharge Renovo, including its subsidiaries, affiliates, predecessors, principals, partners, officers, directors, agents, employees, successors and assigns, from any and all claims arising out of or reasonably related to the period you worked as a repossession agent for Renovo or any of its affiliates or subsidiaries (referred to hereafter collectively as "Renovo"), or the separation of your relationship with Renovo, at any time prior to the date you sign the Settlement Acceptance and Release Form. Such released claims include, but are not limited to, those arising under the Age Discrimination in Employment Act of 1967; Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. Sec. 1981; the Americans with Disabilities Act; the Equal Pay Act; Employee Retirement Income Security Act of 1974; and any other law, statute, regulation, ordinance, executive order, or theory at common law, including breach of contract, tort, defamation, intentional infliction of emotional distress, or any wrongful discharge theory.

V. CONFIDENTIALITY

You agree that, unless required by law or court order, you will keep the terms of this settlement, including the total settlement amount and your individual settlement payment, completely confidential. To the extent that you are contacted by anyone about the settlement of this lawsuit and your individual claim, you will state only words to the effect that "the case has been settled." Nothing in this confidentiality provision shall prevent you from disclosing the terms of the settlement to your spouse or to attorneys or advisers with whom you consult for professional and/or tax advice, provided that you inform such persons of this obligation to maintain confidentiality prior to any disclosure to them.

VI. HOW TO PARTICIPATE IN THE SETTLEMENT

To receive money from the Settlement, you must complete and return the Settlement Acceptance and Release Form attached to this Notice. Please follow all the instructions on the form and return it within **30 days** by U.S. mail, facsimile, email or personal delivery to:

Meizlish & Grayson
830 Main Street - Suite 999
Cincinnati, OH 45202
Fax: (513) 345-4703
Email: brucelaw@fuse.net or drgrayson@fuse.net

YOUR CLAIM FORM MUST BE RECEIVED OR POSTMARKED BY: JULY 28, 2011.

IF YOU RETURN THE CLAIM FORM AFTER THIS DATE, YOU CANNOT PARTICIPATE IN THE SETTLEMENT.

VII. OBTAINING ADDITIONAL INFORMATION

This Notice provides only a summary of the basic terms of the Settlement. Any questions you have about the matters in this Notice should be directed to:

Bruce H. Meizlish/Deborah R. Grayson
Meizlish & Grayson
830 Main Street - Suite 999
Cincinnati, OH 45202
Telephone: (513) 345-4700
Fax: (513) 345-4703

Email: brucelaw@fuse.net or drgrayson@fuse.net

Questions may not be directed to the Court. You may, of course, seek the advice and guidance of your own individual attorney if you desire. The pleadings and other records of this litigation, including the Court's approval of the Settlement, may be examined online through public access to the court electronic resource system known as Pacer or at the office of the Clerk of Courts of the U.S. District Court - Southern District of Ohio, Western Division, located at the Potter Stewart U.S. Courthouse, Room 103, 100 East Fifth Street, Cincinnati, OH 45202.

IT IS SO ORDERED.

Date: 6/24/11

Timothy S. Black
Timothy S. Black
U.S. District Judge

Gentrup, et al. v. Renovo Services, LLC, et al.
Case 1:07-CV-430

SETTLEMENT ACCEPTANCE AND RELEASE

By my signature below, I acknowledge I have reviewed the Notice of Settlement Agreement, understand it, and voluntarily agree: 1) to participate in the Settlement; and 2) to release all claims as described in the Notice of Settlement Agreement at Section IV. RELEASES.

Signed: _____

Dated : _____, 2011

NAME (Please Print Legibly)

Address

City State ZIP

Telephone Number

Email Address

**YOUR SETTLEMENT ACCEPTANCE AND RELEASE MUST BE POSTMARKED
OR RECEIVED BY: JULY 28, 2011**

Return the form by U.S. Mail, fax, email or personal delivery to:

Meizlish & Grayson
830 Main Street - Suite 999
Cincinnati, OH 45202
Fax: (513) 345-4703
Email: brucelaw@fuse.net or drgrayson@fuse.net.